

SERIAL 06041 C HELICOPTER IMAGING SYSTEM, INFRARED (NIGP 22029)

DATE OF LAST REVISION: June 29, 2006

CONTRACT END DATE: June 30, 2007

CONTRACT PERIOD THROUGH JUNE 30, 2007

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **HELICOPTER IMAGING SYSTEM, INFRARED (NIGP 22029)**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **June 29, 2006**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

AS/mm
Attach

Copy to: Clerk of the Board
 Amie Bristol, Sheriff's Procurement
 Mirheta Muslic, Materials Management

INVITATION FOR BID FOR: HELICOPTER IMAGING SYSTEM, INFRARED (NIGP 22029)

1.0 INTENT:

The intent of this Invitation for Solicitation is to establish a contract for the purchase of a FLIR (Forward Looking Infrared System) Ultra 8000 Airborne Thermal Imager and support maintenance.

2.0 SPECIFICATIONS:

2.1 TECHNICAL REQUIREMENTS:

2.1.1 Ultra 8000 Airborne Thermal Imager

2.1.1.1 PLATFORM:

2.1.1.1.1 Stabilization

2.1.1.1.1.1 2-Axis Gyro-stabilization in Azimuth, Elevation

2.1.1.1.2 Imager Field of Regard

2.1.1.1.2.1 360° degree in Azimuth and Elevation

2.1.1.1.3 Gimbal Slew Rate

2.1.1.1.3.1 0.03°/sec to 65°/sec in Azimuth

2.1.1.1.4 Operational Temperature Range

2.1.1.1.4.1 -20°C +55°C

2.1.1.2 THERMAL IMAGING SENSOR:

2.1.1.2.1 Imaging Director

2.1.1.2.1.1 320x240 pixel two-dimensional Focal Pane Array (FPA) fabricated from Indium Antimonide (InSb) with integral, closed-cycle cryogenic cooler

2.1.1.2.2 Operating Wavelength

2.1.1.2.2.1 3-5 Microns (Well-suited for high humidity & high temperature)

2.1.1.2.3 Resolution/IFOV

2.1.1.2.3.1 0.17 milliradians in narrow FOV

2.1.1.2.4 Telescope/Magnification

2.1.1.2.4.1 Continuous Zoom or Wide, Medium, and Narrow Presets

2.1.1.2.5 Focal Length

2.1.1.2.5.1 25mm to 200mm

2.1.1.2.6 Maximum Fields of View

2.1.1.2.6.1 Narrow: 3.14° horizontal (h) x 2.35° vertical (v)

2.1.1.2.6.2 Wide: 21.7° (h) x 16° (v)

2.1.1.2.7 Focusing Method

2.1.1.2.7.1 Manual with memory

2.1.1.3 VISIBLE TV IMAGING SENSOR

2.1.1.3.1 Pixel Arrangement

2.1.1.3.1.1 768 x 494V (NTSC)

2.1.1.3.2 Resolution

2.1.1.3.2.1 More than 470 TV Lines

2.1.1.3.3 Telescope/Magnification

2.1.1.3.3.1 18X Continuous Zoom with Auto Focus system

2.1.1.3.4 Daytime CCD Sensitivity

2.1.1.3.4.1 3.0 lux @f/1.4

2.1.1.3.5 Low Light CCD Sensitivity

2.1.1.3.5.1 0.2 lux @F1.4 without IR Cut Filter (Operator Selectable)

2.1.1.3.6 Fields of View (h x v)

2.1.1.3.6.1 2.7° x 2.2° (narrow) and 48° x 32° (wide)

2.1.1.4 PHYSICAL DIMENSIONS:

2.1.1.4.1 Gimbal/Imager

2.1.1.4.1.1 29 lbs

2.1.1.4.1.2 9" Dia x 13.5" High

2.1.1.4.2 Electronic Control Unit

2.1.1.4.2.1 15.1 lbs

2.1.1.4.2.2 9.25" x 5.50" x 8.0"

2.1.1.4.3 Hand Control Unit

2.1.1.4.3.1 1.7 lbs

2.1.1.4.3.2 6.50" x 4.50" x 3.5"

2.2 DELIVERY:

Delivery shall be F.O.B. **DESTINATION** within one hundred fifty (150) days of receipt of Using Agency purchase order, to any delivery location within Maricopa County.

2.3 EXPEDITED DELIVERY:

2.3.1 If the Using Agency determines that rush shipping or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the Using Agency.

2.3.2 The Using Agency shall not advise the Contractor to proceed with an expedited shipment until acceptable terms are agreed upon and a purchase order is issued. Upon agreeing to the additional costs, the Using Agency shall advise the Contractor to proceed.

2.3.3 Upon receipt of material(s) and invoicing, the Using Agency shall ensure that any additional charges are in compliance with and do not exceed agreed to costs. The Using Agency shall retain all documents related to these costs within the agency purchase file.

2.4 SHIPPING DOCUMENTS:

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

2.4.1 Contract Serial number.

2.4.2 Contractor's name and address.

2.4.3 Using Agency name and address.

2.4.4 Using Agency purchase order number.

2.4.5 A description of product(s) shipped, including item number(s), quantity (ies), number of containers and package number(s), as applicable.

2.5 INVOICING REQUIREMENTS:

A proper invoice billed to the appropriate County agency per the purchase order instructions, whether picked up or delivered, shall accompany all item(s) purchased by the County.

All invoices shall indicate the following:

(1) Contract number;

(2) County purchase order number;

(3) Quantity;

(4) Description of material, including item number, and any backorders;

(5) Pricing per unit.

2.6 OPERATING MANUALS:

Upon delivery, Contractor shall provide three (3) of the following manuals: comprehensive operational manuals, service manuals and schematic diagrams.

2.7 INSTALLATION:

The Contractor's price shall include optional pricing for installation and set-up to be in complete operating condition. Also included will be the local installer's name and location.

2.8 ACCEPTANCE:

Upon delivery and/or successful installation, the material(s) shall be deemed accepted and the warranty period shall begin. All documentation shall be completed prior to final acceptance.

Upon delivery and/or successful installation, the system(s) shall be deemed accepted and the warranty period shall begin. All documentation shall be completed prior to final acceptance.

2.9 TRAINING:

The Contractor shall provide a minimum of eight (8) hours to completely train County personnel in the use and care of the equipment.

2.10 WARRANTY:

The minimum warranty period shall be twelve (12) months for both parts and labor. Warranty repair and/or replacement shall be performed at no additional charge to the County. All warranty periods shall begin upon acceptance by the Using Agency.

2.11 MAINTENANCE:

The Contractor shall provide for maintenance under this Contract upon acceptance of materials by the Using Agency.

2.12 TAX:

TAX SHALL NOT BE LEVIED AGAINST LABOR. Sales/use tax will be determined by County. Tax will not be used in determining low price.

3.0 SPECIAL TERMS & CONDITIONS:

3.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed-price purchasing contract to cover a one (1) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of five (5), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 PRICE ADJUSTMENTS:

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract expiration date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the Consumer Price Index or by performing a market survey.

3.4 INDEMNIFICATION AND INSURANCE:

3.4.1 INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions or mistakes relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting there from, caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

3.5 INSURANCE REQUIREMENTS:

Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

Contractor is required to procure and maintain the following coverages indicated by a checkmark:

3.5.1 Commercial General Liability:

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

3.5.2 Automobile Liability:

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

3.5.3 Workers' Compensation:

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit. (N.B. - \$1,000,000 limits on larger contracts).

Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

3.5.4 Certificates of Insurance.

3.5.4.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

3.5.4.2 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.6 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize a procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.7 INTERNET ORDERING CAPABILITY:

It is the intent of the County to utilize the Internet to place orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.8 NO GUARANTEED QUANTITIES.

The Contractor understands and hereby acknowledges that the County makes no representations nor guarantees the Contractor any minimum or maximum number of units of product(s) to be provided under this Contract

3.9 ORDERING AUTHORITY.

3.9.1 The Contractor should understand that any request for purchase of product(s) shall be accompanied by a valid purchase order, issued by Materials Management, or by a Certified Agency Procurement Aid (CAPA).

3.9.2 County departments, cities, other counties, schools and special districts, universities, nonprofit educational and public health institutions may also purchase from under this Contract at their discretion and/or other state and local agencies (Customers) may procure the products under this Contract by the issuance of a purchase order to the Respondent. Purchase orders must cite the Contract number.

3.9.3 Contract award is in accordance with the Maricopa County Procurement Code. All requirements for the competitive award of this Contract have been met. A purchase order for the product(s) is the only document necessary for Customers to purchase and for the Contractor to proceed with delivery of product(s) available under this Contract.

3.9.4 Any attempt to represent any product not specifically awarded under this Contract is a violation of the Contract. Any such action is subject to the legal and contractual remedies available to the County, inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Contractor.

3.10 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

ANDREA STUPKA, PROCUREMENT OFFICER, 602-506-3504
(astupka@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

Amie Bristol, Sheriff's Office Procurement, 602-876-3409

Inquiries may be submitted by telephone but must be followed up in writing. **NO ORAL COMMUNICATION IS BINDING ON MARICOPA COUNTY.**

3.11 EVALUATION CRITERIA.

3.11.1 The evaluation of bids shall be based on, but will not be limited to, the following:

3.11.1.1 Compliance with specifications.

3.11.1.2 Price.

3.11.1.3 Determination of responsibility.

3.11.2 The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

3.12 SUBMISSION PRICE CLARITY.

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

3.13 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS.

Contractors shall provide one (1) original hardcopy (labeled), and one (1) electronic copy of pricing on CD. Contractors are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. **The owner, corporate official or partner who has been authorized to make such commitments must sign bids.**

3.13.1 TECHNICAL AND DESCRIPTIVE SALES LITERATURE:

The Contractor shall provide one (1) copy of its sales literature and brochures and one (1) copy of any manufacturer's technical and/or descriptive literature regarding the material(s) the Contractor proposes to provide. Literature shall include sufficient, in-detail, to allow full and fair evaluation of the material(s) submitted, and must be included with the bid. Failure to include this information may result in the bid being rejected.

3.13.2 ADDITIONAL PRICING:

The Contractor is strongly encouraged to offer additional pricing for related items, materials, components which are not specifically addressed as line items in this solicitation. Pricing offered should be noted on the pricing pages of the Contractor's bid in the format requested.

3.14 CONTRACTOR REVIEW OF DOCUMENTS.

The Contractor must review its Bid submission to assure the following requirements are met.

3.14.1 **Mandatory:** One (1) original hardcopy (labeled), and one (1) electronic copy of pricing on a CD;

3.14.2 **Mandatory:** Attachment “A”, Pricing;

3.14.3 **Mandatory:** Attachment “B”, Agreement; and

3.14.4 **Mandatory:** Attachment “C”, References.

3.14.4 Technical and Descriptive Sales Literature.

3.15 POST AWARD MEETING:

The Contractor may be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of this Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

FLIR SYSTEMS INC., 25 ESQUIRE RD, NORTH BILLERICA, MA 01862

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

ACCEPT PROCUREMENT CARD: ☒ YES ☐ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ☐ YES ☒ NO ☐ %
REBATE

(Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: ☒ YES ☐ NO ☐ % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☐ YES ☒ NO

PRICING SHEET: C674012/B0700193

1.0 PRICING:

<u>ITEM DESCRIPTION</u>	<u>UNIT PRICE</u>
1.1 Ultra 8000 Airborne Thermal Imager as described in Section 2.1.1	<u>\$ 186,000.00</u>

<u>HOURLY RATE</u>
1.2 Maintenance <u>\$ Quoted Upon Request</u>

1.4 Additional Pricing as stated in section 3.13.2	<u>Catalog/Item Description</u>	<u>Catalog Date</u>	<u>Price Column to be used</u>	<u>Discount</u>	<u>Price Firm through date</u>
	<u>Laser Pointer</u>	<u> </u>	<u> </u>	<u> </u>	<u>\$15,000.00</u>
	<u>Meeker Isolation Collar</u>	<u> </u>	<u> </u>	<u> </u>	<u>\$ 4,550.00</u>
	<u>Lower Dovetail</u>	<u> </u>	<u> </u>	<u> </u>	<u>\$ 1,205.00</u>

Terms: NET 30

Vendor Number: W000003065 X

Telephone Number: 866/354-7911

Fax Number: 987/901-8885

Contact Person: Lillian Koronis

E-mail Address: Lillian.Koronis@flir.com

Company Web Site: www.flir.com

Contract Period: To cover the period ending **June 30, 2007.**